

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND)
COMPLAINT OF AMERICAN)
COMMUNICATION SERVICES OF)
COLUMBUS, INC. AGAINST BELLSOUTH)
TELECOMMUNICATIONS, INC.)
REGARDING ACCESS TO UNBUNDLED)
LOOPS.)

DOCKET NO. 7212-U

DIRECT TESTIMONY

OF

NANCY L. MURRAH

ON BEHALF OF

AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.

APRIL 9, 1997

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DIRECT TESTIMONY OF NANCY L. MURRAH

1 **Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A. My name is Nancy L. Murrah and my position is Director - Provisioning Systems of
3 American Communications Services, Inc. ("ACSI"). My business address is 131
4 National Business Parkway, Suite 100, Annapolis Junction, Maryland 20701.

5 **Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

6 A. I joined ACSI in 1996 and serve as Director - Provisioning Systems. Prior to joining
7 ACSI, I had fifteen years of experience in the telecommunications industry working for
8 Bell Atlantic and MCI. From 1995 to 1996, I served as Level I Manager for Bell
9 Atlantic Network Services. From 1981 to 1995, I held a variety of engineering and
10 management positions of increased responsibility with MCI. I received my Bachelor of
11 Business Management/Administration from the University of Maryland.

12 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

13 A. No.

14 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE OTHER STATE PUBLIC**
15 **UTILITY COMMISSIONS?**

16 A. No.

1 Q. PLEASE BRIEFLY DESCRIBE THE OPERATIONS OF ACSI AND ITS
2 OPERATING SUBSIDIARIES.

3 A. ACSI is a provider of integrated local voice and data communications services to
4 commercial customers primarily in mid-size metropolitan markets in the south and
5 southwestern United States. The Company is a rapidly growing CLEC, supplying
6 businesses with advanced telecommunications services through its digital SONET-based
7 fiber optic local networks.

8 ACSI is a Delaware corporation that is traded publicly on the NASDAQ market
9 under the symbol "ACNS". ACSI, through its operating subsidiaries, including
10 American Communication Services of Columbus, Inc., already has constructed and is
11 successfully operating networks and offering dedicated services in many states. At
12 present, ACSI has 24 operational networks, including one in Columbus, Georgia, and
13 an additional 12 networks under construction, including one in Savannah, Georgia.

14 Q. PLEASE DESCRIBE ACSI'S OPERATIONS IN GEORGIA.

15 A. ACSI has constructed a digital SONET-based fiber optic network connecting the major
16 commercial areas of Columbus, Georgia. ACSI received its authority to provide local
17 telecommunications services in Georgia on June 21, 1996 in Docket No. 6496-U.

18 Q. WHAT SERVICES DOES ACSI PROVIDE IN GEORGIA?

19 A. ACSI currently provides, or is actively implementing plans to provide, a wide range of
20 local telecommunications and data services, including dedicated and private line, high-
21 speed data service solutions, including IP switching and managed services, local
22 switched voice services on a facilities-based and resale basis, and Internet services.

23 Q. HAS ACSI ENTERED INTO AN INTERCONNECTION AGREEMENT WITH
24 BELL SOUTH TELECOMMUNICATIONS, INC. IN GEORGIA?

25 A. Yes. ACSI and BellSouth Telecommunications, Inc. ("BellSouth") finalized an
26 interconnection agreement which provides for mutual traffic exchange and access to

1 unbundled network elements, including unbundled loops, on July 25, 1996. This
2 agreement was amended on October 17, 1996 to resolve the pricing issues that were the
3 subject of arbitration in Docket No. 6854-U. The Georgia Public Service Commission
4 ("Commission") approved the ACSI/BellSouth Interconnection Agreement ("ACSI
5 Interconnection Agreement") on November 8, 1997. A copy of relevant provisions of
6 the ACSI Interconnection Agreement is attached to my testimony marked Exhibit No.
7 ____ (ACSI-1).

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. The purpose of my testimony is to describe the factual basis for ACSI's complaint
10 against BellSouth in these proceedings, focusing primarily on problems with the
11 cutover of BellSouth unbundled loops to ACSI.

12 **Q. PLEASE GENERALLY DESCRIBE THE BASIS FOR ACSI'S COMPLAINT**
13 **AGAINST BELL SOUTH.**

14 A. ACSI's efforts to make competitive alternatives available to Georgia consumers have
15 been undermined by significant problems with the provisioning of unbundled loops
16 which have disrupted ACSI's service to its customers. In order to protect ACSI's
17 investment in its Columbus network and preclude irreparable harm to its reputation in
18 the Columbus market, ACSI has filed formal complaints against BellSouth before the
19 Georgia Public Service Commission and before the Federal Communications
20 Commission. Both complaints are based on BellSouth's continuing failure to provision
21 unbundled loops to ACSI on a timely basis pursuant to the terms of the ACSI
22 Interconnection Agreement. BellSouth's provisioning of unbundled loops to ACSI has
23 two fundamental flaws: (1) the loop cutover process has caused ACSI customers serious
24 disruption, including disconnection, by failing to conform to the provisioning
25 timeframes of the Interconnection Agreement; and (2) once BellSouth cuts over
26 unbundled loops, its loops are subject to sudden, unexpected disconnections, usually

1 during business hours. I will address the issue of disruption and disconnection during
2 the loop cutover process. ACSI witness C. William Stipe will discuss the issue of
3 disconnection once unbundled loops are cut over.

4 ACSI has experienced difficulty in obtaining unbundled loops, provisioned on a
5 timely basis. Our customers have experienced severe service disruptions as a result of
6 BellSouth's inability to cut over unbundled loops. This potentially could damage
7 ACSI's reputation as a provider of high quality telecommunications services as well as
8 its ability to market to new customers in Columbus, Georgia. Contrary to claims made
9 by BellSouth, ACSI's concerns have not yet been resolved, although ACSI is currently
10 providing the highest quality service to its customers.

11 **Q. WHEN DID ACSI BEGIN PROVIDING SWITCHED LOCAL EXCHANGE**
12 **SERVICE IN COLUMBUS?**

13 **A.** ACSI filed its Regulations and Schedule of Intrastate Charges Applying to End-User
14 Communications Services with the Commission on September 23, 1996. These
15 regulations became effective thirty days later on October 23, 1996. ACSI began
16 providing switched local exchange service shortly after that date using its own facilities.

17 **Q. PLEASE DESCRIBE ACSI'S INITIAL ORDERS FOR UNBUNDLED LOOPS**
18 **FROM BELL SOUTH.**

19 **A.** On or before November 19, 1996, ACSI placed its first three orders for unbundled loops
20 in Columbus, Georgia, requesting cutover of the customers to ACSI service on November
21 27, 1996. Each of the three orders included an order for Service Provider Number
22 Portability ("SPNP"). The orders for all three customers involved Plain Old Telephone
23 Service ("POTS") lines -- the simplest possible cutover. Pursuant to the process
24 established in the Interconnection Agreement, ACSI submitted its first orders for
25 unbundled loops through completion and submission of the Service Order form specified

1 in the Facilities Based Carrier Operating Guide ("FBOG"). These orders were confirmed
2 by BellSouth on November 25 and 26, 1996.

3 **Q. PLEASE DESCRIBE THE PROBLEMS THAT ACSI EXPERIENCED IN**
4 **BELLSOUTH'S PROVISIONING OF UNBUNDLED LOOPS.**

5 A. In cutting over these three customers on November 27, 1996, BellSouth completely failed
6 to comply with the cutover procedures established in Section IV.D of the Interconnection
7 Agreement. Two of these customers, Jefferson Pilot and Mutual Life, were initially
8 disconnected entirely. Customers calling the number received an intercept message.
9 Under the Interconnection Agreement, this disconnection should have been coordinated
10 with the cutover to the ACSI unbundled loop and the disconnect should have lasted less
11 than 5 minutes. The total cutover lasted 4-5 hours, or approximately 50 to 60 times
12 longer than required under the Interconnection Agreement.

13 Once the disconnection problem was resolved and the intercept message was
14 removed for these two customers, incoming calls received no answer because the Service
15 Provider Number Portability ("SPNP") provisions of the Interconnection Agreement were
16 also not adhered to properly. Section IV.D.8. of the ACSI Interconnection Agreement
17 requires BellSouth to "coordinate implementation of SPNP with the loop installation"
18 when ACSI orders SPNP as part of a loop order. This coordination did not take place,
19 exacerbating the disconnect problems and adding further delay. In general, the cutover
20 was not *coordinated* between ACSI and BellSouth as carefully delineated in the
21 Interconnection Agreement because BellSouth *unilaterally* administered the cutover
22 without contacting ACSI. As to the third customer, Corporate Center, its service was
23 completely disconnected for the entire day of Wednesday, November 27, 1996.

24 **Q. HOW DID ACSI REACT?**

25 A. As a result of this problem, ACSI informed BellSouth on Wednesday, December 4,
26 1996, just a week after its first unbundled loop order was filed, to immediately place all

1 orders on hold until these serious processing and cutover problems could be resolved.
2 ACSI decided that it could not afford further damage to its customers' service
3 availability, nor to ACSI's reputation, as a result of further service outages and
4 attenuated cutovers.

5 If not for BellSouth's provisioning problems, these orders would have been
6 processed on a timely basis. For example, on December 23, 1996, ACSI received
7 customer orders for 113 access lines. Assuming a five day turn around, these 113
8 access lines should have been cut over by December 28, 1996. In fact, BellSouth had
9 cut over far fewer lines by that date. Despite ACSI's request to put further orders on
10 hold, three additional customers, Joseph Wiley, Jr., Esq., Cullen & Associates, and
11 Carrie G. Chandler, were nonetheless disconnected by BellSouth, resulting in severe
12 service impacts for these customers.

13 Each day of delay in having unbundled loops installed jeopardizes our ability to
14 retain the customers we have, not to mention our ability to attract new customers.
15 Moreover, BellSouth's failure to process our orders allowed BellSouth to retain
16 customers that have signed up for ACSI service.

17 **Q. WHAT EFFORTS HAS ACSI MADE TO RESOLVE THESE ISSUES WITH**
18 **BELLSOUTH?**

19 **A.** In the process of responding to ACSI's inquiries on unbundled loops, BellSouth has
20 revealed severe shortcomings in its loop provisioning procedures. During a conference
21 call on December 4, 1997, a BellSouth Executive Vice President, Ann Andrews, informed
22 ACSI that BellSouth will not provide basic provisioning functions (such as order status,
23 jeopardies against the due date, etc.) that are routinely provided to special access
24 customers. Ms. Andrews stated that these functions would not be performed because they
25 are not performed for BellSouth end users. These statements are in direct contravention of
26 Section IV.C.2 of the Interconnection Agreement which ensures similar order processing

1 to that currently used for special access services. BellSouth's entire approach to
2 unbundling indicates that the company has failed to commit the resources to establish the
3 unbundled loop processes agreed to on July 25, 1996 with ACSI. Furthermore, it
4 indicates that the personnel implementing the Interconnection Agreement at the time either
5 did not understand or did not intend to comply with that agreement.

6 Until December 12, 1996, BellSouth also had refused, despite repeated requests,
7 to provide provisioning intervals for: a) the time between the placement of an order by
8 ACSI and firm order confirmation by BellSouth and b) the time between the placement of
9 an order by ACSI and cutover of the customer to ACSI. On December 12, 1996,
10 BellSouth committed to: a) 48 hours between the placement of an order and firm order
11 confirmation and b) 5 days from the placement of an order by ACSI to cutover. Of
12 course, these timeframes have not been put into practice in ongoing tests, and ACSI still
13 cannot begin cutting over customers until tests have ensured that ACSI customers will not
14 be disconnected.

15 ACSI has worked diligently to advise BellSouth of the difficulties it encountered in
16 obtaining unbundled loops. On December 11, 1996, Riley Murphy, General Counsel for
17 ACSI, sent a letter to Richard Teel, Vice President, Regulatory for BellSouth, describing
18 the situation. A copy of Ms. Murphy's letter is attached hereto marked Exhibit No. ____
19 (ACSI-2). On December 17, 1996, Mr. Teel responded to Ms. Murphy's letter, assuring
20 her that BellSouth was working to resolve operational issues. A copy of Mr. Teel's letter
21 is attached hereto marked Exhibit No. ____ (ACSI-3). However, as demonstrated in the
22 letter dated December 18, 1996 from James Falvey, Vice President - Regulatory Affairs
23 for ACSI, to Jerry Hendrix of BellSouth, virtually all of these issues remain unresolved. A
24 copy of Mr. Falvey's letter is attached hereto marked Exhibit No. ____ (ACSI-4).
25 BellSouth responded to Mr. Falvey's letter, with a summary of time frames, on December

1 19, 1996. A copy of Mr. Hendrix's letter is attached hereto marked Exhibit No.

2 ____ (ACSI-5).

3 **Q. DOES THE ACSI INTERCONNECTION AGREEMENT INCLUDE**
4 **REQUIREMENTS FOR THE PROVISIONING OF UNBUNDLED LOOPS?**

5 A. Yes. The ACSI Interconnection Agreement provides, among other things, that
6 BellSouth will: (1) provide mechanized order processing procedures substantially
7 similar to current procedures for the ordering of special access services (Section
8 IV.C.2); (2) install unbundled network elements in a timeframe equivalent to that in
9 which BellSouth provides local exchange services to its own end-user customers
10 (Section IV.D.1); (3) establish a seamless customer cutover process in which ACSI and
11 BellSouth will agree to a cutover time 48 hours in advance, the conversion will occur
12 within a designated 30 minute window, and service to the customer will be interrupted
13 for no longer than 5 minutes (Section IV.D.2, D.3, D.6); and (4) coordinate
14 implementation of Service Provider Number Portability ("SPNP") to coincide with loop
15 installation (Section IV.D.8.).

16 **Q. DOES BELL SOUTH RECOGNIZE THAT IT HAS COMMITTED TO PROVIDE**
17 **UNBUNDLED ELEMENTS TO ACSI IN THE SAME INTERVALS THAT IT**
18 **CURRENTLY PROVIDES LOCAL EXCHANGE SERVICE TO ITS END-**
19 **USERS?**

20 A. No. BellSouth in fact does not seem to understand that it must provide unbundled
21 elements to ACSI in the same time frame that it provides local exchange service to its
22 end-users.¹ It is imperative that ACSI receive unbundled elements in the same time
23 frame that BellSouth provides local service to its end-users. This principle of parity is
24 critical, not only because it is embodied in ACSI's Interconnection Agreement (Section
25 IV.D.1), but also because it is necessary if local exchange competition is to succeed in

¹ See e.g., Docket No. 6863-U, Varner Direct Testimony, Exhibit 1.

1 Georgia. If ACSI cannot provision service as quickly as BellSouth, BellSouth will be
2 able to differentiate its product in the market in a manner that will give it a distinct
3 competitive advantage, in addition to its existing competitive advantages over CLECs.

4 Q. TO YOUR KNOWLEDGE, HAS BELL SOUTH CLAIMED THAT ACSI IS
5 PARTIALLY RESPONSIBLE FOR THE DIFFICULTIES EXPERIENCED IN
6 PROVISIONING THE INITIAL LOOP ORDERS?

7 A. Yes. During the hearings in Docket No. 6863-U, BellSouth witnesses alleged that actions
8 by ACSI personnel contributed to the difficulties in provisioning unbundled loops. Several
9 of BellSouth's claims regarding ACSI's role in the breakdown of BellSouth loop
10 unbundling are simply incorrect. For example, BellSouth claims that ACSI did not give
11 BellSouth 48 hours notice to order unbundled loops.² In fact, when ordering loops, ACSI
12 submitted a request to BellSouth, and received a Firm Order Confirmation from BellSouth
13 that included a written date and time that the cutover would take place. The ACSI
14 Interconnection Agreement (Section IV.D.2) requires that the parties agree on a cutover
15 time 48 hours in advance of the cutover. This BellSouth Firm Order Confirmation
16 constituted such an agreement. In any event, if BellSouth thought that it did not have an
17 agreed upon cutover date and time, its order monitoring processes should have ensured
18 that the cutover would not take place. Instead, because BellSouth did not have proper
19 internal procedures, BellSouth simply cut off service in several instances without
20 coordinating the cutover with ACSI at the time and date indicated on BellSouth's own
21 Firm Order Confirmation.

22 BellSouth also claims that ACSI submitted unbundled loop orders with loop
23 unbundling on one day, and service provider number portability on the next.³ There are
24 two reasons why this claim falls flat. First, BellSouth's claim merely points out the fact

² Docket No. 6863-U, BellSouth Witness Varner, Tr. at 135.

³ Docket No. 6863-U, BellSouth Witness Varner, Tr. at 149.

1 that BellSouth's internal order monitoring processes were not in place. All unbundled
2 loop orders are numerically correlated to their respective number portability orders. To
3 the extent BellSouth had concerns about such orders, BellSouth systems should have
4 identified the discrepancy and rejected the order. Because such coordinated systems are
5 not in place, BellSouth does not have the internal capability to identify discrepancies in
6 orders. Second, ACSI has researched the matter and did submit at least one order with
7 loop unbundling requested one day and SPNP on the next; however, that timing pattern
8 was for the deliberate purpose of establishing a hunt group. The loops for the hunt group
9 were connected on the first day and the lead number ported to the hunt group on the next
10 day.

11 **Q. PLEASE DESCRIBE ACSI'S EFFORTS TO TEST THE PROVISIONING OF**
12 **UNBUNDLED LOOPS PRIOR TO SUBMITTING THE LOOP ORDERS THAT**
13 **ARE THE BASIS OF THIS COMPLAINT.**

14 **A.** ACSI conducted a total of sixteen (16) tests for unbundled loops and SPNP. These
15 tests were conducted by ordering service for ACSI's sales office. Pamela Jones, Senior
16 Manager Service Support, and I were responsible for conducting these tests. Both Pam
17 and I made a number of phone calls to BellSouth employees (including Lynn Smith,
18 Barbara Jean and Paula Murphy) to make them fully aware that ACSI was conducting
19 test orders in preparation for handling "live" customer orders.

20 **Q. HOW DID BELL SOUTH'S PERFORMANCE IN PROVISIONING THESE**
21 **UNBUNDLED LOOPS IMPACT ACSI'S MARKETING OF ITS SERVICES?**

22 **A.** Two of the three customers that were disconnected after the cutover process was
23 completed, as described in the testimony of William Stipe, are no longer ACSI
24 customers. ACSI customers routinely ask questions about ACSI's ability to deliver
25 service. While ACSI has been able to reassure customers and is signing up new

1 customers in multiple markets every day, BellSouth's provisioning problems have
2 directly harmed ACSI.

3 **Q. IS THE PROBLEM RESOLVED AS BELL SOUTH HAS SUGGESTED?**

4 A. No. BellSouth claims that it was completely caught up with ACSI loop orders by
5 December 18, 1996. This statement ignores the key fact that ACSI was forced to
6 postpone the placement of orders beginning on December 4, 1996 because it could not
7 rely upon BellSouth's unbundling processes. While BellSouth may have been caught up
8 with orders placed at that time, ACSI had a total of 113 access lines that customers had
9 ordered from ACSI when ACSI filed its Georgia complaint on December 23, 1996. If
10 BellSouth had the proper processes in place, these 113 access lines would have been cut
11 over to ACSI a few days thereafter. Because of the downtime in December caused by
12 BellSouth, these lines could not be cut over until weeks later. While BellSouth's
13 performance has improved and unbundled loops are now being installed, it remains far
14 from satisfactory. The basic problem is that BellSouth still cannot -- or will not --
15 install loops for ACSI at the same intervals as they do for their own retail customers.
16 BellSouth has committed to five-day loop installation intervals. Despite this
17 commitment, BellSouth is not consistently meeting installation within five days.
18 Moreover, ACSI believes that five days to which BellSouth has committed exceeds
19 BellSouth's internal interval. ACSI is unable to verify this belief because BellSouth has
20 yet to provide statistics as to what its end-user intervals are. BellSouth witness Mr.
21 Varner even denies that this is the relevant standard.⁴ Furthermore, BellSouth is not
22 consistently cutting over unbundled loops within the thirty-minute window specified in
23 the ACSI interconnection Agreement.

24 **Q. IS BELL SOUTH CURRENTLY PROVISIONING THE SMALL NUMBER OF**
25 **LOOPS ORDERED BY ACSI?**

⁴ Docket No. 6863-U, Varner Direct Testimony, Exhibit 1.

1 A. Yes, but it is unclear how, and whether BellSouth's procedures are reliable and capable
2 of handling an increased volume of loop orders as ACSI and other CLECs increase
3 their marketing efforts. Although BellSouth has processed certain new orders without
4 incident in recent weeks, BellSouth's refusal to give adequate assurances that it will be
5 able to comply with the provisioning standards set forth in the ACSI Interconnection
6 Agreement makes it impossible for ACSI to be confident that BellSouth has a reliable
7 system in place to unbundle the local loop. For example, in addition to further ACSI
8 volume in Columbus, BellSouth must handle loop orders from Montgomery,
9 Louisville, Birmingham, and additional ACSI cities by year's end. BellSouth's
10 regionalized ordering and provisioning systems must also handle significant volumes of
11 loop orders from MFS, MCI, Intermedia and others. Before ACSI can effectively
12 compete against BellSouth, it will have to be able to order and have installed a
13 significant volume of unbundled loops on a reliable basis. To date, BellSouth has
14 demonstrated no capability of handling high volumes of access lines. Indeed, ACSI has
15 every indication that BellSouth still has not put systems into place for provisioning
16 unbundled loops that should have been in place months ago, given state and federal
17 laws enacted in 1995 and 1996. Moreover, ACSI has no reason to expect that
18 BellSouth will be able to cut over scores of customers a day once ACSI's services
19 establish even a modest foothold in Georgia and other BellSouth states.

20 Q. HAS ACSI EXPERIENCED SIMILAR LOOP PROVISIONING PROBLEMS IN
21 OTHER MARKETS WITHIN THE BELL SOUTH REGION?

22 A. ACSI has only recently initiated switched services in Louisville, Kentucky, and
23 Montgomery, Alabama. BellSouth has in some respects been unable to fulfill its
24 obligations under its Interconnection Agreement with ACSI in these states.

1 Q. CAN ACSI COMPETE EFFECTIVELY IF BELL SOUTH'S STANDARD
2 INSTALLATION INTERVALS EXCEED THOSE WHICH BELL SOUTH
3 AVERAGES FOR ITS OWN CUSTOMERS?

4 A. No. Service quality is as or more important than price in the local market. If an
5 ILEC, such as BellSouth, can guarantee quicker installation, either by longer standard
6 intervals for CLECs or by expediting installation for its own customers, then CLEC
7 service will be viewed as inferior. BellSouth will use such advantages to differentiate
8 its product in the market. Notably, the problem is even worse when, as has been the
9 case, ACSI is unable to meet promised delivery dates due to BellSouth's inability or
10 unwillingness to perform under the ACSI Interconnection Agreement. The fact that
11 BellSouth can embarrass its competitor in front of customers whenever it so chooses
12 simply by dragging its feet is a very disturbing feature of the emerging market structure
13 for competitive local exchange services. There is no significant, immediate,
14 enforceable penalty in place today to act as a competitive safeguard when such incidents
15 occur. I see no remedy for this inherently anticompetitive circumstance other than
16 specified provisioning intervals and a strong enforcement role by regulatory authorities.

17 Q. HAVE YOU ASKED BELL SOUTH TO PROVIDE PARITY IN INSTALLATION
18 INTERVALS?

19 A. Yes. ACSI has asked BellSouth to agree to specific installation intervals with
20 prescribed penalties for failure to meet them. BellSouth has refused. BellSouth did
21 agree, however, in the ACSI Interconnection Agreement to a general standard which
22 obligates it to provide installation services at parity with end-user intervals.
23 Unfortunately, to date, BellSouth has not honored that commitment.

24 Q. WHAT OTHER PROBLEMS HAVE YOU EXPERIENCED IN CONNECTION
25 WITH LOOP INSTALLATION?

1 A. In order to compete effectively, it will be necessary for ACSI to have electronic
2 bonding or interfaces with a number of key BellSouth operational support systems
3 ("OSS"). The OSS used for electronic processing of Customer Service Records
4 ("CSRs"), ordering and order tracking, scheduling and monitoring of installation, repair
5 and maintenance, and billing are just a few critical examples of the types of OSS to
6 which ACSI must have access. Until extensive OSS is established by BellSouth,
7 widespread local competition will not be possible in Georgia.

8 **Q. DOES THE INTERCONNECTION AGREEMENT REQUIRE ACCESS TO OSS?**

9 A. Yes, in Sections IV.C and IV.D of the ACSI Interconnection Agreement. The
10 Commission also recognized the critical connection between electronic interfaces and
11 the development of local competition in its Order rejecting BellSouth's Statement of
12 Generally Available Terms and Conditions ("SGAT").⁵

13 **Q. HOW DOES THAT AFFECT YOUR ABILITY TO COMPETE EFFECTIVELY**
14 **WITH BELL SOUTH IN THE LOCAL MARKET?**

15 A. At the present time, ACSI's volume is low. The current electronic processes are
16 limited to ACSI's submittal of orders to BellSouth, and BellSouth's Firm Order
17 Confirmation back to ACSI. No other aspect of the process is electronic. BellSouth is
18 currently in the process of developing electronic interfaces. ACSI would have expected
19 these processes to be fully established by the time it began ordering service from
20 BellSouth. BellSouth submitted interface documentation to ACSI on February 21,
21 1997. Of course, these additional interfaces have not yet been implemented. The
22 fax/manual processes in place for all other aspects of the process are cumbersome.
23 Moreover, in order to expand further, ACSI will have to increase its volume of orders
24 exponentially in the near future. Other large volume CLECs, such as MCI,
25 Intermedia, and MFS, will soon be entering the local market. Electronic bonding to

⁵ Docket No. 7253-U, Order dated March 21, 1997.

1 BellSouth's OSS is absolutely critical to support that growth. Without it, ACSI and
2 other CLECs cannot hope to garner significant market share. Interexchange carriers
3 ("IXCs"), for example, could not function if the ILECs refused to accept electronic
4 submissions of changes in customers' selections of their primary interexchange carrier
5 ("PIC"). The numbers are simply too great for manual processing.

6 **Q. SHOULD WE ACCEPT BELLSOUTH'S WORD THAT THE NECESSARY**
7 **SYSTEMS WILL BE INSTALLED AND THAT LCSC OFFICES IN**
8 **BIRMINGHAM AND ATLANTA WILL BE ABLE TO HANDLE LARGE**
9 **VOLUMES OF ORDERS?**

10 **A. No. While ACSI understands that BellSouth is making efforts to put systems in place,**
11 **given BellSouth's initial performance, this Commission should ensure that electronic**
12 **interfaces are developed and implemented on a timely basis and are not developed in a**
13 **manner such that results in the interfaces only being available to large carriers, such as**
14 **AT&T. Electronic interfaces should be made available to all CLECs through**
15 **affordable software and hardware. This will guarantee robust competition in Georgia**
16 **local exchange markets.**

17 **Q. PLEASE SUMMARIZE ACSI'S POSITION REGARDING BELLSOUTH'S**
18 **FUTURE PROVISIONING OF UNBUNDLED LOOPS AND THE**
19 **DEVELOPMENT OF LOCAL COMPETITION IN GEORGIA.**

20 **A. Federal and State laws intended to promote competition in the telecommunications**
21 **industry require incumbent local exchange companies, such as BellSouth, to provide**
22 **nondiscriminatory access to unbundled loops. ACSI is one of the earliest providers of**
23 **competitive switched service in Georgia and is the first competitor to request a significant**
24 **number of unbundled loops from BellSouth. ACSI has experienced delays in receiving**
25 **unbundled loops from BellSouth and unreasonable service interruptions in switching**
26 **customers to those loops. This failure to provide unbundled loops jeopardizes the ability**

1 of competitive service providers to attract and retain customers and, therefore, threatens
2 the development of competitive markets in Georgia. Immediate action is required by the
3 Commission in order to avoid irreparable harm to Georgia's emerging competitive
4 markets.

5 Contrary to representations by BellSouth, this situation is not resolved. ACSI
6 recognizes improvements on the part of BellSouth in the provisioning of unbundled loops
7 during recent months; however, ACSI is far from certain that BellSouth has implemented
8 procedures that will allow it to reliably process the increasing volume of loop orders
9 expected as ACSI and others expand their efforts to attract customers. BellSouth has
10 stated repeatedly that the improvements in Columbus are the result of the devotion of
11 additional resources. (*See e.g.*, BellSouth Answer, p. 2.). Dedicating an additional 20 to
12 30 employees to ACSI's order processing may improve the process in the short term, but
13 will not suffice in the long term. ACSI is concerned that BellSouth's approach could be a
14 "Band-Aid" solution that does not address the underlying problem. ACSI is further
15 concerned that if and when BellSouth is granted interLATA authority under Section 271
16 of the Telecommunications Act of 1996, BellSouth's incentive to cooperate with CLECs
17 will vanish and BellSouth will find other applications for the resources it has temporarily
18 devoted to provisioning the Columbus loops. BellSouth needs to develop permanent
19 procedures for the provisioning of unbundled loops and communicate those procedures to
20 the CLECs so that competitive providers can sign up customers with the confidence that
21 BellSouth will be able to deliver unbundled loops. ACSI's concern in this docket is not
22 merely to redress the loops that BellSouth failed to properly provision in 1996 but to
23 protect the development of a competitive telecommunications market.

24 **Q. WHAT RELIEF DOES ACSI REQUEST FROM THIS COMMISSION?**

25 **A.** ACSI requests that the Commission order BellSouth to cease and desist from its disruptive
26 practices in the provisioning of unbundled loops and order BellSouth to cease and desist

1 from violating the Commission's Order in Docket Nos. 6417-U and 6537-U. ACSI
2 further requests the Commission to impose penalties on BellSouth, as provided in
3 O.C.G.A. § 46-2-91, and to include a discussion of this complaint in its annual report to
4 the General Assembly on the status of the transition to alternative regulation of
5 telecommunications services in Georgia, as required by O.C.G.A. § 46-5-174.

6 ACSI is vitally concerned that BellSouth's lack of adequate procedures for
7 provisioning unbundled loops jeopardizes the development of local competition in
8 Georgia, and therefore requests the Commission to adopt rules, including civil penalties,
9 setting performance standards for the provisioning of unbundled elements, number
10 portability and OSS. These rules must direct BellSouth to provide provisioning intervals
11 for unbundled elements that are in parity with BellSouth's end-user intervals. BellSouth
12 should be directed to file periodic reports detailing its actual performance in provisioning
13 unbundled loops (*i.e.*, metrics). Further, such rules should direct BellSouth to establish
14 expedite and escalate procedures for loop order processing and provide for a Staff
15 Ombudsman or Administrative Law Judge to facilitate informal mediation of CLEC
16 disputes. This will provide for a speedy, effective and efficient mechanism for the
17 resolution of future issues.

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 **A. Yes, it does.**
20

C. Order Processing

- C.1** ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C.2** Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3** Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4** Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5** When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6** When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth erld office AIN triggers initiated via an appropriate service order from ACSI.
- C.7** ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8** BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

- C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.
- C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

- D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.
- D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.
- D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:

- Port features
- Treatment during overflow/congestion conditions
- Equipment/interface protection
- Power redundancy
- Sufficient spare facilities to ensure provisioning, repair, performance and availability
- Mediation functions
- Standard interfaces
- Real time control over switch traffic parameters
- Real time access to integrated test functionality
- Real time access to performance monitoring and alarm data

F. Network Information Exchange

- F.1 BellSouth shall provide ACSI with information sufficient to determine an end user's existing service and feature configurations.
- F.2 BellSouth agrees to provide ACSI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records (DLR) for unbundled loops and circuits.
- F.3 BellSouth shall provide information to ACSI on a continuing basis required to keep ACSI apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.
- F.4 BellSouth shall provide ACSI with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.5 Where permitted by law, BellSouth will make available to ACSI electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.
- F.6 BellSouth will provide ACSI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSQ, and service availability by LSQ, as well as the data elements required by BellSouth to provision all such services and features.

G. Maintenance and Trouble Resolution

- G.1 BellSouth shall provide automated interfaces to ACSI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.

EXHIBIT NO. ____ (ACSI)

Via Facsimile: (404) 529-0332

December 11, 1996

Mr. Richard Teel
Vice President, Regulatory
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300
Atlanta, GA 30375

Dear Richard:

ACSI is currently experiencing critical problems with BellSouth's provisioning of unbundled loops in Columbus, Georgia in violation of the Interconnection Agreement between ACSI and BellSouth approved by the Georgia Public Service Commission ("GPSC") on November 6, 1996 ("Interconnection Agreement"). Because BellSouth's provisioning problems cause ACSI customer outages, ACSI cannot add a single unbundled loop until they are resolved. Accordingly, despite the fanfare of BellSouth's interconnection agreements and pro-competitive public position, when the rubber hits the road at the operational level, BellSouth is directly impeding the development of local competition in Georgia.

It is not yet clear whether the problems stem from BellSouth's failure to develop and test its unbundled loop provisioning systems on a timely basis, or deliberate delay. In either case, the delay at this late date is inexcusable. BellSouth has known that it would be required to unbundle local loops under Georgia law since a state statute (SB 137) became effective on July 1, 1995. This obligation was reinforced by the passage of the federal Telecommunications Act of 1996 over 10 months ago. BellSouth appears to have had ample time to develop, test, and implement systems that would permit competitive local exchange carriers ("CLECs") to order unbundled loops through an efficient, speedy, and seamless process.

Furthermore, although ACSI has been experiencing loop provisioning problems for several weeks, and has attempted to resolve them in the field, ACSI notified BellSouth executives on Wednesday, December 4 that these issues were of critical importance and must be resolved immediately. More than a week later, despite further testing by BellSouth, there has been no resolution of any of the problems at issue. In

light of ACSI's current backlog of orders for almost 100 unbundled loops, ACSI cannot afford to squander further time in resolving these issues.

Specifically, ACSI is gravely concerned about the following problems that we have experienced with BellSouth, which not only have delayed our market entry, but also breach Sections IV.C, IV.D, and XLB of the Interconnection Agreement:

- 1) ACSI is experiencing inconsistencies in the delivery and reliability of BellSouth Firm Order Commitments ("FOCs") which are causing significant and unacceptable delays in the delivery of working unbundled loops. FOCs have not been delivered on time; when they have been on time, there has not been consistent follow through. The problem stems in part from BellSouth's failure to implement the BD Telis automated system for the transfer of FOCs. Because BellSouth did not input new codes into this system, it was not timely available for unbundled loop FOCs. This has significantly delayed the FOC process, in violation of Section IV.D1 of the Interconnection Agreement.
- 2) BellSouth has a problem in its COSMOS system resulting in a failure of its cutover of ACSI customers. This has resulted in severe cutover delays that represent a direct violation of the cutover time frames contained in Section IV.D2.
- 3) BellSouth field personnel that actually implement the process were not familiar with the entire unbundling process, clearly the result of a lack of training. They did not know how to process the ACSI orders, and in some cases, did not recognize the process altogether.
- 4) Once ACSI realized that the loop unbundling process was not working in a manner that would permit efficient cutover to uninterrupted ACSI service, ACSI requested that all cutovers be halted until BellSouth's operational problems could be resolved. BellSouth failed to honor this request and cut over three ACSI customers after ACSI's specific request to the contrary.
- 5) BellSouth has exacerbated the problems by failing to agree to and implement the appropriate escalation procedures in violation of Section IV.C.10 of the Interconnection Agreement. BellSouth has "escalated" the problems through the Account Team, which apparently lacks access to the information and processes necessary for the speedy resolution of ACSI's problems. This defeats the purpose of the escalation process. Escalation should be through the LCSC as we understand to be the case with other CLECs. BellSouth personnel have claimed that ACSI is different because it alone has specific unbundling intervals. As evidenced by the attached section of MFS' Georgia agreement, however, such intervals are *not* unique to ACSI. Even the LCSC appears to be incapable of delivering on the intervals agreed to in the Interconnection Agreement.

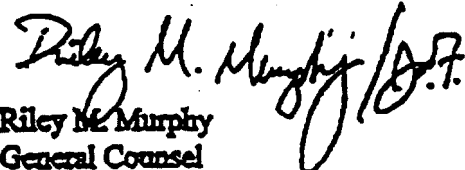
6) BellSouth has provided insufficient information, despite specific, repeated requests from ACSI regarding its 911/E911 systems. BellSouth has not provided information sufficient for ACSI to determine which Public Safety Answering Points ("PSAPs") serve the exchanges that ACSI will serve. BellSouth has also not provided a list of its tandems and the PSAPs that subtend those tandems in each state. ACSI has been forced to engage in a time-consuming and expensive fishing expedition to determine this information. Given the critical importance of this issue to the public safety, this lack of information is particularly inexcusable because it increases the chances that ACSI's 911/E911 arrangements, despite ACSI's best efforts, might not be adequate. BellSouth has made it difficult if not impossible for ACSI to implement Section XLB. of the Interconnection Agreement.

BellSouth's failure to develop efficient unbundled loop provisioning at this late date is causing irreparable harm by delaying ACSI's ability to begin providing service to customers. As long as ACSI is incapable of obtaining efficient provisioning of unbundled loops, it intends to rapidly escalate this issue through the regulatory process at both the state and federal levels.

Please advise me of the procedures BellSouth will implement to correct each of the above-identified problems.

Thank you for your immediate attention to this matter.

Sincerely,


Riley M. Murphy
General Counsel

Enclosure

cc: GPSC Commissioners
Ms. Regina Keeney, Chief, FCC Common Carrier Bureau
Brad Mutschelknaus, Esq.
Craig Dowdy, Esq.
Mary Jo Peade, Esq. (BellSouth)
Mr. Robert Scheye (BellSouth)